



Request For Qualifications for THERAPEUTIC TREATMENT SERVICES

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RFQ HS 10-01

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SERVICES QUALIFICATIONS APPLICATION RFQ HS 10-01

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I. INTRODUCTION

A. Purpose

The County of San Bernardino Human Services (HS), through Children and Family Services (CFS), hereafter referred to as the "County", is seeking qualification packets from interested and qualified organizations and firms who are Psychologists, Psychiatrists, Licensed Clinical Social Workers, and Marriage and Family Therapists, who can assess and treat a variety of psychosocial problems exhibited by County clients. Eligible applicants can be either private practice applicants or counseling agencies/organizations that employ qualified, licensed personnel and registered interns as listed above. Contracts awarded will be on a fee-for-service basis for a three-year period based on the availability of funding and Contractor performance. The number of awards will be determined by the quality of the qualification packets received.

B. Minimum Requirements

Applicant must:

1. Maintain a current active and valid professional license to render psychological and/or therapeutic counseling services within the State of California.
2. Have a minimum of two years licensed experience providing direct counseling and treatment services to children and families.
3. Have the ability to write a variety of reports and recommendations based on psychological tests, psychological evaluations, counseling sessions and assessments with the client, and provide such information to County staff within the required time frames, and be willing and able to testify to the same if and when deemed necessary by the County (and in the case of an intern, his or her supervisor must be sufficiently knowledgeable of the services provided and the assessment made in order to testify in court).
4. Have no record of unsatisfactory performance. Contractors who are or have been seriously deficient in contract performance, in the absence of circumstances properly beyond the control of the Contractor, shall be presumed to be unable to meet this requirement.
5. Have the ability to maintain adequate files and records and meet statistical reporting and billing requirements.
6. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
7. Have no record of being disciplined or suspended by the Board of Behavioral Sciences (BBS), Board of Psychology (BOP), or Medical Board of California.
8. Have the ability to maintain professional relationships and open communication lines with the County.
9. Submit a Qualifications Application (Attachment B) that is typed and has not been recreated.
10. Meet other presentation and participation requirements listed in this RFQ.

C. Correspondence

All correspondence, including Qualifications Applications, is to be submitted to:

County of San Bernardino
Human Services
ATTN: HS Contracts Unit (RFQ HS 10-01)
150 South Lena Road
San Bernardino, CA 92415-0515

D. **Qualifications Submission Deadline**

This procurement will remain open until further notice. Qualifications Applications will be accepted continually throughout this procurement with contracts awarded every six (6) months. Facsimile or electronically transmitted Qualifications Applications will not be accepted since they do not contain original signatures. In order for a Qualifications Application to be considered for one of the award months, it must be received by the HS Contracts Unit no later than 4:00 p.m. the first Tuesday of the month prior to the award month.

APPLICATION SCHEDULE

Qualifications Submission Deadline	Award Month Contracts Effective
1 st Tuesday, December at 4:00 p.m.	January 1 st
1 st Tuesday, June at 4:00 p.m.	July 1 st

Note: The Application Schedule is subject to change if deemed necessary by the County.

II. **QUALIFICATIONS CONDITIONS**

A. Contingencies

Funding for this program is contingent on State and County funding. This Request for Qualifications (RFQ) does not commit the County to award a Contract. The County reserves the right to accept or reject any or all applications if the County determines it is in the best interest of the County to do so. The County will notify all Applicants, in writing, if the County rejects all Qualification Applications.

B. Modifications

The Assistant Executive Officer for Human Services has the right to issue addenda to, or terminate this procurement at any time.

C. Qualifications Submission

To be considered, all Qualifications Applications must be submitted in the manner set forth in this RFQ. **It is the Applicant's responsibility to ensure that its Qualifications Application arrives on or before the specified time.** All Qualifications Applications and materials submitted become the property of the County.

D. Inaccuracies or Misrepresentations

If in the course of the RFQ process or in the administration of a resulting contract, the County determines that the Applicant has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Applicant may be terminated from the RFQ process or in the event a contract has been awarded, the contract may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

E. Incurred Costs

This RFQ does not commit the County to pay any costs incurred in the preparation of a Qualifications Application in response to this request and Applicant agrees that all costs incurred in developing this Qualifications Application are the Applicant's responsibility.

F. Qualifications Application Confidentiality

Applicants should be aware that Qualifications Application responses to this RFQ are subject to the California Public Records Act (Government Code section 6250 e. seq.). If any Applicant's Qualifications Application contains trade secrets or other information, which is proprietary by law, the Applicant must notify the County of its request to keep that information confidential.

The request to keep proprietary information confidential must be made in writing and attached to the envelope or other medium used to submit the Qualifications Application. The confidential or proprietary information shall be readily separable from the response in order to facilitate eventual public inspection of the non-confidential portion of the Qualifications Application.

The County will review the request and notify the Applicant in writing of its decision as to whether confidentiality can be maintained under law. If confidentiality cannot be maintained, the Applicant has the option of withdrawing the Qualifications Application or advising the County of its understanding that this information will become public record. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

G. Negotiations

The County may require the potential Contractor(s) selected to participate in negotiations, and to submit revisions to pricing, technical information, and/or other items from their Qualifications Application as may result from these negotiations.

H. Pre-Award On-Site Visits

Site visits may be conducted to verify information submitted in the Qualifications Application to determine if the proposed facilities are appropriate for the proposed services to be provided.

I. Award of Contract

Any contract(s) awarded will be based on the evaluation of Qualifications Applications received and the overall value of proposed services to the County. The County reserves the right to renew any contract with mutual written agreement of both parties.

J. Level of Service

For any Contract awarded as a result of the RFQ, no minimum or maximum number of client referrals can be guaranteed by the County.

III. PROGRAM REQUIREMENTS

A. Definitions

1. Abuse – physical, sexual, willful cruelty, unjustifiable punishment, unlawful corporal punishment or neglect inflicted on an individual or persons by another individual or persons.
2. Associate Clinical Social Worker – an applicant for licensure as a Licensed Clinical Social Worker who has completed the required education and is currently earning required hours of experience while being supervised in accord with current Board of Behavioral Sciences (BBS) regulations.
3. Board of Behavioral Sciences (BBS) – the branch of the California Department of Consumer Affairs that oversees licensing requirements and professional conduct for individuals practicing marriage and family therapy and/or clinical social work.
4. Board of Psychology (BOP) – the branch of the California Department of Consumer Affairs that oversees licensing requirements and professional conduct for individuals practicing as psychologists.
5. CAPIT – the acronym for Child Abuse Prevention, Intervention, and Treatment. A State funded program designed to provide services to children at high risk of child abuse and neglect, their families, relative caregivers, foster parents, and the community, such as counseling, therapy, parenting, family support and self-sufficiency training.
6. Children and Family Services (CFS) – CFS is the Human Services (HS) department that administers programs designed to address child abuse and neglect in San Bernardino County. CFS oversees and administers various programs including Child Protective Services and related programs, Adoptions, Foster Home Services and Independent Living.
7. Client – an individual, referred by the County, who participates in Counseling Services, provided under an awarded contract, including parents of the referred individual.
8. Contractor – an applicant who has been selected and has entered into an agreement with the County to provide services pursuant to this RFQ. The term Contractor, Vendor and Service Provider are used interchangeably.
9. Fee for Service – a specified price for the delivery of specific supplies or services.

10. Intern – an applicant for licensure, as a Marriage and Family Therapist, who has completed the required education and is currently earning required hours of experience while being supervised in accord with current BBS regulations.
11. Licensed Clinical Social Worker (LCSW) – license holder authorized to employ psychotherapeutic techniques, among other services, with individuals, couples, families and groups to improve the client's quality of life.
12. LiveScan – background check and fingerprinting system that entails taking an "electronic" picture of an individual's fingerprints which is automatically transferred, along with personal descriptor information, to central site computers at the Department of Justice.
13. Marriage and Family Therapist (MFT) – license holder authorized to employ psychotherapeutic techniques with individuals, couples, families, and groups to improve the client's interpersonal functions.
14. Medical Board of California – the State agency that licenses medical doctors, investigates complaints, disciplines those who violate the law, conducts physician evaluations, and facilitates rehabilitation where appropriate.
15. Neglect – acts and omissions by a person or persons responsible for a child's welfare, resulting in the maltreatment of the child under circumstances indicating harm or threatened harm to the individual's health or welfare.
16. Non-Routine Reports – reports completed and submitted from the Contractor at the County's request, that have an additional fee attached, such as those listed in the Maximum Fee Schedule of Attachment B of this RFQ, including the psychological evaluation testing/report, bonding/attachment assessments, testifying-court services, non-routine report writing, home visits, school visits, and families/couples therapy. Note, "non-routine reports" do not include the reports listed in "Routine Reports".
17. PSSF – the acronym for Promoting Safe and Stable Families. A federally funded program to provide family support, family preservation, time-limited reunification services, and services to promote and support adoptions.
18. Private Practice – a clinical setting other than a government entity, school, college or university; nonprofit and charitable corporation; or licensed health facility.
19. Psychiatrist – a physician who specializes in psychiatry and is certified in treating mental illness. As part of their evaluation of the patient, a psychiatrist may prescribe psychiatric medication, conduct physical examinations, order and interpret laboratory tests and brain image studies or brain scanning.
20. Psychological Assistant – a person registered with the California Board of Psychology who is obtaining postdoctoral experience for licensure as a psychologist and is being supervised in accord with current BOP regulations.
21. Psychological Evaluation – a system of assessing an individual's development, behavior, intellect, personality, emotional and social functioning. Methods that may be used by the therapist may include but are not limited to interviewing and observing the client and administering mental competence test.

22. Psychological Test – a professionally developed instrument used to measure an individual's skills, abilities and thoughts that may help mental health professionals make a more reliable and valid diagnosis than can be obtained from personal observations only. Only a licensed psychologist or psychiatrist may perform this service for the County.
23. Psychologist – license holder authorized to employ psychological methods to help the client acquire greater effectiveness and or to help modify socially ineffectual or maladjusted behavior.
24. Request for Qualifications (RFQ) – the document used to solicit a solution or solutions from potential contractors to a specific problem or need.
25. Routine Reports – reports completed and submitted from the Contractor required at the closing of a case, a request for extension, and per the County's request. There is no additional fee attached for these routine reports.

B. Reference Documents

The County has copies of the following materials available for review:

1. Americans with Disabilities Act (42 U.S.C. section 12101 et seq.)
<http://www.ada.gov/pubs/ada.htm>
2. California Department of Social Services Manual of Policies and Procedures
Divisions 21 and 23, sections 600, 602, and 604
Div. 21 - <http://www.dss.cahwnet.gov/ord/PG319.htm>
Div. 23 - <http://www.dss.cahwnet.gov/ord/PG312.htm>
3. Clean Air Act (42 U.S.C. section 7606)
<http://epa.gov/oar/caa/title3.html>
4. Clean Water Act (33 U.S.C. section 1368)
http://www.law.cornell.edu/uscode/html/uscode33/usc_sup_01_33_10_26_20_V.html
5. Environmental Tobacco Smoke (20 U.S.C. section 6081 et seq.), also known as the Pro-Children Act of 1994
http://www.law.cornell.edu/uscode/html/uscode20/usc_sup_01_20_10_68_20_X_30_B.html
6. Executive Order 11246 [30 Fed. Reg. 12319 (Sept. 24, 1965)], as amended by Executive Orders 11375, 11625, 12138, 12432, and 12250
<http://www.dol.gov/compliance/laws/comp-eeo.htm>
7. Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 1973)]
<http://www.epa.gov/isdc/eo11738.htm> and Environmental Protection Agency regulations (40 C.F.R., part 32)
http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title40/40cfr32_main_02.tpl
8. Executive Order 12549 [51 Fed. Reg. 6370 (Feb. 18, 1986)]
<http://www.epa.gov/isdc/eo12549.htm> and Debarment, Suspension, And Other Responsibility Matters (45 C.F.R., part 76)

http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title45/45cfr76_main_02.tpl

9. California Government Code section 6250 et seq.
<http://www.leginfo.ca.gov/calaw.html>
10. California Government Code section 87100 et seq.
<http://www.leginfo.ca.gov/calaw.html>
11. Office of Management and Budget (OMB) Circulars
<http://www.whitehouse.gov/omb/circulars/>
12. California Penal Code section 11105.3
<http://www.leginfo.ca.gov/calaw.html>
13. San Bernardino County Policy (11-10) – Recycled products N/A
14. Title VII of the Civil Rights Act of 1964
<http://www.eeoc.gov/laws/statutes/titlevii.cfm>
15. California Welfare and Institutions Code section 10000 et seq.
<http://www.leginfo.ca.gov/calaw.html>
16. California Fair Employment and Housing Act (California Government Code section 12900, et seq.)
http://www.fehc.ca.gov/act/pdf/FEHA_Outline.pdf

Copies of these materials are available for review by appointment only, Monday through Thursday from 8:00 a.m. to 4:00 p.m. at the Human Services Contract Unit office.

C. Background

Each year CFS investigates allegations of abuse and neglect of more than 47,000 children within the County. Approximately 80% of these children receive services from CFS designed to prevent abuse or neglect and avoid out-of-home placement. In addition to services provided directly by CFS staff, many of these clients are referred to community resources for professional services. These services include, but are not limited to, counseling for child, parent and/or family, and psychological evaluation for court ordered assessments and/or treatment. These services, along with the services provided by CFS staff, are part of every child and family's individual reunification case plan(s).

D. Program Description

1. The objective of the RFQ for therapeutic treatment services is to contract with licensed and qualified applicants to provide counseling services and treatment plans for children and families who are victims or perpetrators of abuse/neglect or who are at risk of such abuse/neglect as determined by County investigations. Counseling services may also be appropriate for the minor's parents and families. The primary client base to be served is individuals whose needs are not covered by Medi-Cal or private insurance plans. CAPIT/PSSF funds must be utilized first, when applicable.
2. Program Requirements

- a. The Contractor must be skilled in one or more of the following areas: administering in-depth psychological tests, performing psychological evaluations and assessments, conducting one-on-one, group and family therapy sessions, and engaging children and adults in innovative counseling techniques.
- b. The Contractor shall devise treatment plans that include strengths-based and holistic family-based therapeutic intervention strategies that will improve the emotional and psychosocial well being of the child and family unit and prevent future individual and family crisis/abuse. Applicants must have the ability to develop and maintain professional and therapeutic relationships with all County-referred clients.
- c. The Contractor will provide, upon request from a CFS staff member, a completed Therapeutic Treatment Services Routine Individual Counseling Progress Report, within three days of the request (See Attachment A).
- d. Applicants who are awarded contracts shall provide a variety of verbal and/or routine typewritten reports and recommendations based on psychological tests, psychological evaluations and counseling sessions and assessments with the client and provide such information to County social workers, and/or Juvenile Court within three (3) business days from the date the service was requested. Routine reports shall be accomplished without additional charge to the County. Additionally, Contractors may be required to write specialized and/or lengthy typewritten reports, consisting of four (4) or more pages, for County social workers, and/or Juvenile Court within two weeks from the date the service was requested. Contractor will be reimbursed at the agreed upon hourly fee for these types of reports as defined in Attachment B. In addition, Contractor may be required to testify in Juvenile Court (in the case of an intern, his or her supervisor must testify and be sufficiently knowledgeable of the services provided and the assessment made in order to testify in court).
- e. All travel expenses incurred are the responsibility of the Contractor.
- f. Counseling agencies/organization may utilize registered interns to provide counseling services under an awarded contract. Applicants who use interns in their practice must ensure that appropriate licensed staff supervise the intern's work performance in accord with BBS and/or BOP regulations.
- g. No payment will be made for missed or cancelled appointments.
- h. Contractor shall make all efforts to secure alternative funding (Medi-Cal or other private insurance plans) and these efforts must be documented.
- i. Contractors that have a County contract for CAPIT/PSSF cannot bill under therapeutic treatment services for services provided in their CAPIT/PSSF contract.

Therapeutic Treatment Services are needed in all geographical areas in the County. The chart below illustrates the various regions. **Applicants must indicate on the**

Qualifications Application (Attachment B) the region(s) where services will be provided.

Region	Representative Cities
West Valley	Rancho Cucamonga, Ontario, Fontana
Central Valley	Rialto, Bloomington
East Valley	San Bernardino, Colton, Highland, Redlands
Northern Desert	Apple Valley, Barstow, Hesperia, Victorville
Eastern Desert	Joshua Tree, Yucca Valley
Mountain Communities	Crestline, Lake Arrowhead, Running Springs, Big Bear

IV. CONTRACT REQUIREMENTS

A. General

Contracts resulting from this procurement may include the terms contained below. If the Applicant has any objections to these terms, these objections must be addressed in the Qualifications Application or the objections will be deemed to have been waived.

1. Representation of the County

In the performance of the Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

2. Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

3. Subcontracting

Contractor agrees not to enter into any subcontracts for work contemplated under the Contract without first obtaining written approval from the County. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor.

4. Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract shall be valid only when they have been reduced to writing, duly signed and attached to the original Contract and approved by the required persons and organizations.

5. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.

Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and State law, including the CDSS Manual of Policies and Procedures Chapter 23, Section 23-602 (Code of Conduct). In the event that County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by County and such conflict may constitute grounds for termination of the Contract.

This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

6. Grievance Procedure

Contractor will ensure that staff are knowledgeable on the San Bernardino County Human Services Complaint and Grievance Procedures and the Juvenile Justice Crime Prevention Act Counseling Services Complaint and Grievance Procedures (Attachment C) and ensure that any complaints by recipients are referred to the County in accordance with the procedure.

7. Confidentiality

Contractor shall be required to protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to the Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under the Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

8. Licenses and Permits

Contractor will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Contract. Contractor will notify County immediately of loss or suspension of any such licenses and permits.

9. Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:

- a. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code

Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.

- b. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.
- c. Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

10. Department of Justice Clearance

Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes personnel who are not able to provide documentation of Department of Justice clearance within the last two (2) years. A copy of professional counseling license from the State of California, which requires a DOJ clearance, is sufficient proof.

11. Pro-Children Act of 1994

Contractor will comply with Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (20 USC 6081 et seq.).

12. Americans with Disabilities Act

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).

13. Health and Safety

Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where program services are provided under the terms of the Contract.

14. Environmental Regulations

EPA Regulations - If the amount available to Contractor under the Contract exceeds \$100,000, Contractor will agree to comply with the Clean Air Act (42 USC 7606), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 32).

State Energy Conservation Clause - Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 20, Division 2, Chapter 4, California Code of Regulations).

15. Debarment, Suspension, And Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76:

a. the Contractor certifies that it and any potential subcontractors:

- 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (as defined at 45 CFR Part 76, Section 76.200) by any federal department or agency;
- 2) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a) (2) of this certification; and
- 4) have not within a three-year period proceeding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

b. where the Contractor is unable to certify as true any of the statements in this certification, he or she shall include an explanation in the application.

16. Invoices

Contractor shall provide an itemized invoice to the County by the 10th day of each month for clients served during the previous month. Invoices shall be submitted in a format that is acceptable to the County and must include client's name, case number, date(s) of service(s), description of service(s) and costs of service(s). Additionally, County referral Form CFS 13.5E CSW and copy(ies) of client sign in sheet(s) verifying attendance on date(s) of service(s) must be attached to the invoice for service to CFS clients.

17. Records

Contractor shall maintain all records and management books pertaining to local service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program. Said records shall be kept and maintained within the County of San Bernardino.

Records should include, but are not limited to, monthly summary sheets, sign-in sheets, copies of billing invoices, original client referral forms, chart records, progress notes, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also

comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles, and other standards for accountancy.

Contractors expending \$500,000 or more in Federal funds annually shall have a single audit or program specific audit performed. A copy of the audit shall be maintained as part of the program's fiscal records.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding payments for billings submitted and for termination of the Contract.

18. Public Accessibility

Contractor shall ensure that services provided are accessible by public transportation.

19. Notification

In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under the Contract, notification will be made within one working day, in writing and by telephone to the County.

20. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under the Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of the Contract shall acknowledge San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under the Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to the Contract must be filed with County prior to publication. Contractor shall receive written permission from County prior to publication of said training materials.

21. Attorney Fees

Contractor agrees to bear its own attorneys' fees and costs regardless of who prevails in the event of a contractual dispute and not charge such fees as an expense under the Contract.

22. Contractor Primary Contact

The Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify County when the primary contact will be unavailable/out of the office for one (1) more or business days. Contractor or designee must respond to County inquiries within two (2) County business days.

23. Change of Address

Contractor shall notify the County in writing of any change in mailing address within ten (10) calendar days of the address change.

24. Recycled Paper Products

The County has adopted a recycled product purchasing standards policy (11-10), which requires contractors to use recycled paper for Qualifications Applications and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Contractors to use both sides of the paper sheets for reports submitted to the County whenever practicable.

25. Electronic Fund Transfer

Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County as required to process EFT payments.

26. Privacy and Security

Contractor shall ensure that all staff, volunteers and/or subcontractors performing services under this Contract comply with the terms and conditions as set forth in the Human Services Information Privacy and Security Requirements prior to providing any services. Contractor shall immediately notify the County of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at <http://hss.sbcounty.gov/Privacy> are hereby incorporated by this reference.

B. Indemnification and Insurance Requirements

Contractor agrees to and shall comply with the following indemnification and insurance requirements:

1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured

coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
10. Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever

Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

11. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- 1) Premises operations and mobile equipment.
 - 2) Products and completed operations.
 - 3) Broad form property damage (including completed operations).
 - 4) Explosion, collapse and underground hazards.
 - 5) Personal injury
 - 6) Contractual liability.
 - 7) \$2,000,000 general aggregate limit.
- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.
- If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.
- If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

C. Right to Monitor and Audit

1. Right to Monitor

County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Agreement. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.

Contractor shall cooperate with County in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by County.

2. Availability of Records

All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later. Program data shall be retained locally (in the County) and made available upon request or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the following month's claim for reimbursement.

Records of the Contractor, which do not pertain to the program, shall not be subject to audit unless provided for in another agreement.

3. Assistance by Contractor

Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

4. Independent Audit Provisions:

Contractor will hire a licensed Certified Public Accountant (CPA), approved by County, who shall prepare and file with County, within 60 days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit, if required by the County.

D. Iran Contracting Act

In accordance with Public Contract Code section 2204 (a), the Proposer certifies that at the time the proposal is submitted, the Proposer signing the proposal is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran

described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Proposers are cautioned that making a false certification may subject the Proposer to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. **Proposer agrees that signing the Proposal shall constitute signature of this Certification.**

V. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program

Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from HS Contracts Unit.

B. Civil Rights Compliance

Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with HS Contracts Unit within 30 days of awarding of the contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, HS will supply a sample of the Plan format. Contractor will be monitored by HS for compliance with provisions of its Civil Rights Plan.

VI. FORMER COUNTY ADMINISTRATIVE OFFICIALS

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent organization/firm. The information provided must include a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the organization/firm. Information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of the organization/firm. For purposes of this section, "County administrative

official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit, or Safety Management Unit.

Failure to provide this information may result in the response to the RFQ being deemed non-responsive.

VII. IMPROPER CONSIDERATION

Applicant shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this RFQ.

The County, by written notice, may immediately reject any Qualifications Application or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the Qualifications Application and award process or any solicitation for consideration was not reported. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Applicant shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Applicant. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

VIII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The County reserves the right to request the information described herein from the Applicant selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Applicant. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Applicant also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Applicant may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Applicant will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Applicant may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Applicant will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision, "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

IX. CALIFORNIA PUBLIC RECORDS ACT

All information submitted in the Qualifications Application or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 and following. Qualifications Application may contain financial or other data, which constitutes a trade secret. To protect such data from disclosure, Applicant should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

NOTICE

The data on pages_____ of this Qualifications Application, identified by an asterisk (*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the County of San Bernardino determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the Qualifications Application in order to facilitate eventual public inspection of the non-confidential portion of the application.

The County assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Applicant will be advised of the request and may expeditiously submit to the County a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state and local law. This statement will be used by the County in making its determination as to whether or not disclosure is proper under federal, state and local law. The County will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury, which may result from any disclosure that may occur.

X. QUALIFICATIONS SUBMISSION

A. General

1. Qualifications Applications are invited from interested Psychologists, Psychiatrists, Licensed Clinical Social Workers, and Marriage and Family Therapists, who have a record of providing effective direct counseling and treatment services to children and families. Submission of a Qualifications Application indicates that the Applicant has read and understands this entire RFQ, to include all appendices, attachments, exhibits, schedules and addendum (as applicable), and agrees that all requirements of this RFQ have been satisfied.
2. Qualifications Applications must be submitted in the format described below. Applications are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFQ. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.
3. Qualifications Applications must be complete in all respects as required in this section. An application may not be considered if it is conditional or incomplete.
4. **Qualifications Applications will be accepted as described in Section I, Paragraph D - Submission Deadline.**
5. All Qualifications Applications and materials submitted become the property of the County.

B. Qualifications Application Presentation

1. An original, which may be bound, and one (1) unbound copy of the application are required. The original copy must be clearly marked "Master Copy". If one copy of the application is not clearly marked "Master Copy", the application may be rejected. However, the County may at its sole option select, immediately after application opening, one copy to be used as the Master Copy. If discrepancies are found between one or more copies of the Qualifications Application, it may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies.
2. The package containing the original and copies must be sealed and marked with the Applicant's name and "CONFIDENTIAL – Therapeutic Treatment Services RFQ HS 10-01".
3. An individual authorized to submit the Qualifications Application must complete, sign, and submit the Request for Qualifications Therapeutic Treatment Services (Attachment B) and include all supporting documentation requested.
4. If any applicant, in its response, has trade secrets or other information, which is proprietary by law, that applicant must notify the County of its request to keep said information confidential as identified in Section IX.
5. Audited Financial Statements - Submit three annual audited financial statements. Such statements shall be the most recent and complete audited financial statements available and shall be for a fiscal period not more than eighteen (18) months old at the time of submission. The financial statements shall be prepared by an independent, certified public accountant. If the audit is of a parent firm, the

parent firm shall be party to the Contract. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement.

An unaudited financial statement may be submitted to cover the period from the last audited statement to present, ending no more than 120 days prior to the date of submission of this application.

Although it is in the best interest of the Applicant to submit audited financial statements, a compilation of financial statements will be accepted. Compilations must follow the same provisions as audited financial statements stated in this RFQ.

Submit an agreement to the right of the county, state, and federal governments to audit the prospective Contractor's financial and other records.

XI. QUALIFICATIONS EVALUATION AND SELECTION

A. Evaluation Process

All submissions will be subject to a standard review process developed by County. A primary consideration shall be the effectiveness of the agency or organization in the delivery of comparable or related services based on demonstrated performance.

B. Evaluation Criteria

All submissions will be evaluated to determine if they meet the following requirements:

1. The submission is complete, in the required format, and in compliance with all the requirements of this RFQ.
2. Prospective contractor meets the requirements as stated in the Minimum Requirements as outlined in Section I, Paragraph B.

Failure to meet all of these requirements may result in the Qualifications Application being rejected. No submission shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases the Applicant will be notified of the deficiency in the application and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the submission.

C. Contract Award

Contract(s) will be awarded based on an applicant's ability to meet the requirements of this RFQ, an evaluation of the applicant's qualifications, and the overall value of proposed services to the County.

The contents of the Qualifications Application of the successful Applicant will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

D. Protests

Applicants may protest the recommended award, provided the protest is in writing, contains the RFQ number, is delivered to the address listed in Section I, Paragraph C of this RFQ, and submitted within ten (10) calendar days of the date on the notification of intent to award.

Grounds for a protest is that the County failed to follow the selection procedures and adhere to requirements specified in the RFQ or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Protests will not be accepted on any other grounds. In event of a protest, all protests will be handled by a panel designated by the Assistant Executive Officer – Human Services, or his/her designee.

The County will consider only those specific issues addressed in the written protest. A written response will be directed to the protesting Applicant within fourteen (14) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

E. Final Authority

The final authority to award Contract(s) rests solely with the County of San Bernardino Board of Supervisors. The County of San Bernardino Board of Supervisors has granted final authority to award Contract(s) to the Director of CFS.

**Therapeutic Treatment Services (TTS)
Routine Individual Counseling Progress Report**

Directions: Complete the information needed in the blocks below as it pertains to the client. Within three (3) days of request, submit the completed report to the Social Worker who requested the report.

Date:	Client Name:	Case Number:
Presenting Problem: <ul style="list-style-type: none"> • Precipitating events • Current stressors • Relevant history 		
Current Risk Factors: Suicidal, Homicidal, Impulse Control, Medical Risks, Abuse, Risks History		
Current Family/Social Issues: Substance Abuse/Dependence, Suicide Attempt, Divorce, Abuse, Other		
Progress: <ul style="list-style-type: none"> • Identify progress made • Give examples supporting progress or lack there of • Reasons for lack of progress • Include attendance and participation 		
Prognosis and Recommendations: <ul style="list-style-type: none"> • Include prognosis for remediation of referring problem • Include goals and objectives to be accomplished • Identify treatment methods to be used to achieve goals/objectives • Include the number of sessions to accomplish goals/objectives 		
Therapist Signature, License, and License Number		Date

**REQUEST FOR QUALIFICATIONS (RFQ) HS 10-01
THERAPEUTIC TREATMENT SERVICES**

**QUALIFICATIONS APPLICATION
Qualifications Form**

1. Submitted by (Applicant's Legal Name or Legal Name of Agency/Organization):

2. Business Address: _____
3. Mailing Address: _____
4. Telephone Number: (____)_____ Fax Number: (____)_____
E-mail: _____
5. Contact Person: _____ Title: _____
6. Federal Tax Identification Number: _____
7. By submitting the Qualifications Application in response to the RFQ, the Applicant or Agency/Organization understands and agrees with the following statements:
 - A. All costs for developing and completing the RFQ are the responsibility of the applicant organization and will not be chargeable to the County of San Bernardino.
 - B. It is understood that the Qualifications Application and any and all supporting documents are open to public inspection under provisions of law.
 - C. The offer made in the Qualifications Application is firm and binding for 120 days from the date the application is received and recorded.
 - D. All aspects of the Qualifications Application, including cost, have been determined independently, without consultation with any other prospective Applicant or competitor for the purpose of restricting competition.
 - E. All declarations in the Qualifications Application are true and shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.
 - F. Applicant agrees that all aspects of the RFQ and the Qualifications Application submitted should be binding if the Qualifications Application is selected and a Contract awarded.
 - G. Applicant agrees to provide the County with any other information the County determines is necessary for an accurate determination of the Applicant's ability to perform services as stated.
 - H. Applicant, if awarded a contract, will comply with all applicable rules, laws, and regulations.
 - I. Applicant does not have any commitments or potential commitments, which may impact on the Applicant's assets, lines of credit, guarantor letters, or ability to perform the Contract.

ATTACHMENT B

- J. Applicant will obtain insurance in the amounts and coverages stated in Section IV, Paragraph B - Indemnification and Insurance Requirements.
8. The undersigned affirms all statements made in this form are true and complete to the best of his/her knowledge.
9. I hereby affirm I am duly authorized by the governing body to legally bind the applicant or agency/organization to the terms and conditions specified herein.

(Authorized Signature)

(Print Name Here)

(Title)

(Agency/Organization Name)

(Date)

QUALIFICATIONS APPLICATION Questionnaire

- ♦ **Please answer all questions completely. If a question does not apply, please indicate Not Applicable (N/A).**

1. How many years has the applicant or agency/organization been providing mental health, counseling and/or therapeutic services to children and families?

2. Does the applicant or agency/organization have experience working with abused or neglected children/clients?

☐yes ☐no

If yes, please describe experience working with abused or neglected children/clients. (Attach separate sheet of paper, if needed.)

3a. Does the applicant or agency/organization have any experience providing therapeutic treatment services to clients referred by the County's Children and Family Services-or other County departments?

☐yes ☐no

If yes, please describe experience providing therapeutic treatment services to client referred by the County's Children and Family Services or other County departments. (Attach separate sheet of paper, if needed.)

3b. What are the applicant's areas of expertise?:

- 3c. Are services provided in any language other than English?

☐yes ☐no

If yes, please list language(s) here.

4. Please list any memberships in professional associations, organizations or societies that are job-related.

5. Please indicate availability of office hours on the chart below.

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Office Hours							

- 6a. Please indicate the region(s) that the applicant proposes to serve by checking the appropriate box(es) on the chart below.

Region	Representative Cities	Region Served?	
West Valley	Rancho Cucamonga, Ontario, Fontana	<input type="checkbox"/> yes	<input type="checkbox"/> no
Central Valley	Rialto, Bloomington	<input type="checkbox"/> yes	<input type="checkbox"/> no
East Valley	San Bernardino, Colton, Highland, Redlands	<input type="checkbox"/> yes	<input type="checkbox"/> no
Northern Desert	Apple Valley, Barstow, Hesperia, Victorville	<input type="checkbox"/> yes	<input type="checkbox"/> no
Eastern Desert	Joshua Tree, Yucca Valley	<input type="checkbox"/> yes	<input type="checkbox"/> no
Mountain Communities	Big Bear, Crestline, Lake Arrowhead, Running Springs	<input type="checkbox"/> yes	<input type="checkbox"/> no

- 6b. Please provide the complete **physical** business address(es) where services will be provided, **if different from mailing address.**

Example: Address: 123 Rainbow Lane, San Bernardino, CA 92404
Phone: 888-8888 Fax: 888-8889

Address1: _____ Phone: (____)_____ Fax: (____)_____

Address2: _____ Phone: (____) _____ Fax: (____) _____

Address3: _____ Phone: (____) _____ Fax: (____) _____

7a. Does the applicant accept Medi-Cal insurance?

☐yes ☐no

7b. What other types of private insurance plans does the applicant accept?

8. What type of billing and tracking system will the applicant or agency/organization establish to ensure that clients referred/served are not eligible to receive counseling services under Medi-Cal or other private insurance plans before invoicing the County for services?

9. Has the applicant or agency/organization ever been disciplined by the Board of Behavioral Sciences, California Board of Psychology and/or Medical Board of California for **any** reason?

☐yes ☐no

If yes, please describe. (Attach separate sheet of paper, if needed.)

10. Is the applicant or agency/organization currently involved in any litigation in connection with any other types of therapeutic treatment services contract(s)?

☐yes ☐no

If yes, please describe. (Attach separate sheet of paper, if needed.)

11. Is the applicant or agency/organization currently involved in any malpractice litigation?

☐yes ☐no

If yes, please describe. (Attach separate sheet of paper, if needed.)

12. Has the applicant or agency/organization had a contract unwillfully terminated during the past five years?

☐yes ☐no

If yes, please describe. (Attach separate sheet of paper, if needed.)

13. Is the applicant or agency/organization currently delinquent in paying its State/Federal payroll taxes?

☐yes ☐no

If yes, please describe. (Attach separate sheet of paper, if needed.)

-
14. Does the applicant or agency/organization have a Former County Official (as defined in Section VI of the RFQ) affiliated with the organization?

☐yes ☐no

If yes, please provide name(s). (Attach separate sheet of paper, if needed.)

15. Does the applicant or agency/organization plan to subcontract any portion of the Therapeutic Treatment Services?

☐yes ☐no

If yes, please provide name(s) and written justification for subcontracting. Also, attach a statement from each subcontractor, signed by a duly authorized officer, employee, or agent of the organization/firm, that includes the name and address of the organization/firm, type of work to be performed, and percentage of the total work of the proposal. Statement must also include that the subcontractor will perform all work as indicated and will comply with all items as described herein.

Any subcontract entered into by the Contractor shall be subject to the applicable requirements of CDSS MPP Division 23, Section 604, and the Contractor shall be responsible for performance of the subcontractor. (Attach separate sheet of paper, if needed.)

QUALIFICATIONS APPLICATION
Professional License Information
Individual or Agency/Organization Personnel

Agency/Organization: _____

Please complete for all staff.

Name	Type of License	License Number	Date License Issued	Date License Expires

QUALIFICATIONS APPLICATION

Synopsis of Services

Please provide a narrative of the plan for delivery of services to County referred clients.
(Attach separate sheet of paper, if needed.)

[illegible]

QUALIFICATIONS APPLICATION

Synopsis of Services (Continued)

List the types of therapeutic techniques and psychological testing instruments that the applicant will utilize. (Attach separate sheet of paper, if needed.)

[illegible]

Describe the applicant's office facilities and counseling areas/rooms. Describe how the facility is ADA compliant. (Attach separate sheet of paper, if needed.)

This image shows a single sheet of white paper with horizontal black ruling lines. The lines are evenly spaced and run across the width of the page. There is no text or other markings on the paper.

QUALIFICATIONS APPLICATION

Maximum Fee Schedule

Please place a check mark (☑) next to the **type of Therapist(s)** and the **type of service(s)** that will be available under this contract. If there is more than one type of Therapist(s) providing services, please **check all that will apply.**

<u>SERVICES</u>	<u>STANDARD MAXIMUM FEES</u>							
	<u>TYPE OF THERAPIST(S)</u>							
	Licensed PH.D. or Psy.D.	✓	Psychological Assistant	✓	LCSW/MFT	✓	ACSW/MFTI	✓
Individual Therapy	\$100/hr	<input type="checkbox"/>	\$55/hr	<input type="checkbox"/>	\$85/hr	<input type="checkbox"/>	\$55/hr	<input type="checkbox"/>
Group Therapy	\$55 per session per client. Max 6 clients per group	<input type="checkbox"/>	\$35 per session per client. Max 6 clients per group	<input type="checkbox"/>	\$55 per session per client. Max 6 clients per group	<input type="checkbox"/>	\$35 per session per client. Max 6 clients per group	<input type="checkbox"/>
Psychological Testing/Report	\$110 per hour. Max 4 hours.	<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	<input type="checkbox"/>
Psychological Evaluation/Report	\$110 per hour. Max 8 hours.	<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	<input type="checkbox"/>
Bonding/Attachment Assessments	\$120 per hour. Max 3 hours.	<input type="checkbox"/>	N/A	<input type="checkbox"/>	\$75 per hour. Max 4 hours.	<input type="checkbox"/>	N/A	<input type="checkbox"/>
Testifying-Court Services	\$100 per hour	<input type="checkbox"/>	N/A	<input type="checkbox"/>	\$85 per hour.	<input type="checkbox"/>	N/A	<input type="checkbox"/>
Non-Routine Report Writing	\$100 per hour.	<input type="checkbox"/>	N/A	<input type="checkbox"/>	\$85 per hour.	<input type="checkbox"/>	N/A	<input type="checkbox"/>
Home Visits *	\$100 per hour.	<input type="checkbox"/>	\$55 per hour.	<input type="checkbox"/>	\$85 per hour.	<input type="checkbox"/>	\$55 per hour.	<input type="checkbox"/>
School Visits *	N/A	<input type="checkbox"/>	\$55 per hour.	<input type="checkbox"/>	\$85 per hour.	<input type="checkbox"/>	\$55 per hour.	<input type="checkbox"/>
Family/Couples Therapy	\$120 per session per family or couple	<input type="checkbox"/>	\$65 per session per family or couple	<input type="checkbox"/>	\$100 per session per family or couple	<input type="checkbox"/>	\$65 per session per family or couple	<input type="checkbox"/>

Note: Only those individuals who maintain appropriate license/credentials for the titles shown above may provide the required services. In addition, these individuals may only provide the services listed that have an actual dollar amount indicated in the Standard Fee. Example: Only a Licensed PH.D. may provide Psychological Testing or Evaluation/Reporting Writing Services, neither Psychological Assistants, LCSW/MFT or ACSW/MFTI may perform these services under the terms of an awarded contract. Additionally, Standard Fees for Group Therapy and Family/Couples Therapy are paid per session, not per hour.

(*) Requires Contractor to maintain \$1,000,000 automobile liability insurance.

**QUALIFICATIONS APPLICATION
Itemized Checklist**

- ♦ **All of the following information must be included as part of the Qualifications Application and submitted in the order specified. Failure to submit all of the required items may result in a delay of a contract award.**
- 1) Completed Qualifications Application (**Attachment B**). **One (1) original and one (1) copy.**
 - 2) Resume – Resume must include professional qualifications, employment history, and memberships in any professional organizations.
 - 3) Copy of valid, unexpired license issued by the California Board of Behavioral Science, California Board of Psychology or Medical Board of California.
 - 4) **Counseling Agencies Only:** Provide a list of names, resumes and copies of licenses for **all** individuals who will provide Therapeutic Treatment Services under an awarded Contract.
 - 5) Proof of insurance coverage – Provide either a certificate of insurance or evidence of ability to obtain insurance, such as, an insurance quote reflecting all of the required coverages listed in Section IV, Paragraph B.
 - 6) Copy of Business License.
 - 7) Financial Statements as identified in Section X, Paragraph B(5).
 - 8) Subcontractor Information as identified in Attachment B, Question Number 15 (if applicable).
 - 9) Complaint and Grievance Procedures – Statement from Applicant that they will ensure that any complaints made by service recipients will be referred to the County in accordance with the County's procedure as defined in Attachment C, **or** provide a copy of the applicant's own Complaint and Grievance Procedure.

COMPLAINT AND GRIEVANCE PROCEDURE

THIS INFORMING NOTICE IS TO BE DISPLAYED IN CLEAR VIEW IN AREAS WHERE CLIENT WILL OBTAIN THE DIRECT SERVICE OR AS DELINEATED IN THE CORRESPONDING COUNTY CONTRACT. CLIENT IS TO BE PROVIDED A COPY OF THIS PROCEDURE UPON REQUEST.

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding the services you received, you have the right to file a complaint or tell us your grievance.

The following procedures are to be followed when filing a complaint or grievance.

STEP ONE:

Write down your complaint or grievance and talk to the service provider. Keep a copy for yourself and write down the date you talked to the service provider.

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Two.

STEP TWO:

Send a copy of your written complaint or grievance or discuss the complaint or grievance with your County Caseworker. Write down the date you spoke to your Caseworker or sent the complaint and keep it with your copy.

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Three.

STEP THREE:

Send a copy of your written complaint or grievance to the Program Specialist. If you would like a response, include your name, address and telephone number. Your personal information and your complaint and grievance details will be kept confidential.

HS Program Development Division
Attn: Contracts Support Unit
825 E. Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0079
909-383-9700

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Four.

STEP FOUR:

Send a copy of your written complaint or grievance to the Contract Analyst at:

HS Administrative Services Division
Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515

You will be contacted within 10 calendar days if you have provided contact information.

Please note: Each of these steps must be completed in the sequence shown.

PROCEDIMIENTO PARA QUEJAS

ESTA NOTIFICACIÓN DE INFORMACIÓN TIENE QUE ESTAR EN ÁREAS VISUALES DONDE EL CLIENTE RECIBIRÁ SERVICIOS DIRECTOS O COMO ESTÁ DELINEADO EN EL CONTRATO DEL CONDADO CORRESPONDIENTE. CUANDO EL CLIENTE LO PIDA, TIENE QUE RECIBIR UNA COPIA DE ESTE PROCEDIMIENTO.

Si usted piensa que fue discriminado, u ocurrió una violación de cualquier ley o regulación, o si tiene un problema con los servicios que está recibiendo, usted tiene el derecho de hacer una denuncia o decirnos sus quejas.

Tiene que seguir los siguientes procedimientos para presentar una queja.

PRIMER PASO:

Presente su queja por escrito y hable con el proveedor de servicios. Haga una copia del escrito para usted y escriba la fecha en la que habló con el proveedor de servicios.

- Si en este paso recibió respuesta o resolvió el problema, no tiene que hacer nada más.
- Si no soluciona el problema en 10 días consecutivos, siga al Segundo Paso.

SEGUNDO PASO:

Mande una copia de su queja escrita, o hable con su Trabajador de Caso del Condado sobre su queja. Escriba la fecha en la que habló o envió su queja a su Trabajador de Caso y manténgalo en sus archivos.

- Si en este paso recibió respuesta o resolvió el problema, no tiene que hacer nada más.
- Si no soluciona el problema en 10 días consecutivos, siga al Tercer Paso.

TERCER PASO:

Mande una copia de su queja escrita al especialista de programa. Si quiere una respuesta por favor incluya su nombre, dirección y número de teléfono. Su información personal y los detalles de su queja será confidencial.

HS Program Development Division,
ATTN: Contracts Support Unit
825 E. Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0079
909-383-9700

- Si en este paso recibió respuesta o resolvió el problema, no tiene que hacer nada más.
- Si no soluciona el problema en 10 días consecutivos, siga al Cuarto Paso.

CUARTO PASO:

Mande una copia de su queja escrita al Analista de Contratos a:

HS Administrative Services Division
Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515

Estaremos en comunicación con usted dentro de 10 días si proporcionó su nombre, número de teléfono y dirección.

Por favor note: Cada uno de estos pasos tiene que ser hecho en el orden que se indica.